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9 Attorney for Plaintiffs
10 ELEKTRA ENTERTAINMENT GROUP INC.;
11 PRIORITY RECORDS LLC; UMG
12 RECORDINGS, INC.; SONY BMG MUSIC
13 ENTERTAINMENT; ARISTA RECORDS LLC;
14 ATLANTIC RECORDING CORPORATION;
15 WARNER BROS. RECORDS INC.; and
16 INTERSCOPE RECORDS

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

14 ELEKTRA ENTERTAINMENT GROUP INC.,
15 a Delaware corporation; PRIORITY RECORDS
16 LLC, a California limited liability company;
17 UMG RECORDINGS, INC., a Delaware
18 corporation; SONY BMG MUSIC
19 ENTERTAINMENT, a Delaware general
20 partnership; ARISTA RECORDS LLC, a
21 Delaware limited liability company; ATLANTIC
22 RECORDING CORPORATION, a Delaware
23 corporation; WARNER BROS. RECORDS
24 INC., a Delaware corporation; and
25 INTERSCOPE RECORDS, a California general
partnership,

Plaintiffs,

v.

MIA FALCO

Defendant.

CASE NO. C 07-00447-MHP

Honorable Marilyn H. Patel

**[PROPOSED] JUDGMENT AND
PERMANENT INJUNCTION BASED ON
STIPULATION**

1 The Court, having considered the Stipulation to Judgment and Permanent Injunction
2 executed by the parties,

3 IT IS ORDERED AND ADJUDGED THAT:

4 1. Plaintiffs have alleged that Defendant distributed (including by uploading) and/or
5 reproduced (including by downloading) via the Internet or an online media distribution system
6 copyrighted sound recordings owned or controlled by the Plaintiffs, without Plaintiffs' authorization,
7 in violation of 17 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested
8 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

9 2. Defendant shall pay to Plaintiffs in settlement of this action the total sum of
10 \$4080.00.

11 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of
12 process fee) in the amount of \$420.00.

13 4. Defendant shall be and hereby is enjoined from directly or indirectly infringing
14 Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or later
15 created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate record label
16 of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

- 17 a) using the Internet or any online media distribution system to reproduce (i.e.,
18 download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of
19 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available for
20 distribution to the public, except pursuant to a lawful license or with the express
21 authority of Plaintiffs; or
- 22 b) causing, authorizing, permitting, or facilitating any third party to access the
23 Internet or any online media distribution system through the use of an Internet
24 connection and/or computer equipment owned or controlled by Defendant, to
25 reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload)
26 any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available
27 for distribution to the public, except pursuant to a lawful license or with the
28 express authority of Plaintiffs.

1 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any third
2 party that has used the Internet connection and/or computer equipment owned or controlled by
3 Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server
4 owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings
5 transferred onto any physical medium or device in Defendant's possession, custody, or control.

6 5. Defendant irrevocably and fully waives notice of entry of the Judgment and
7 Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent
8 Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.

9 6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and
10 Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or
11 otherwise to attack in any way, directly or collaterally, its validity or enforceability.

12 7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of
13 Plaintiffs to recover damages for any and all infringements by Defendant of any right under federal
14 copyright law or state law occurring after the date Defendant executes the Stipulation to Judgment
15 and Permanent Injunction.

16 8. Defendant shall not make any public statements that are inconsistent with any term of
17 the Stipulation to Judgment and Permanent Injunction.

18 9. The Court shall maintain continuing jurisdiction over this action for the purpose of
19 enforcing this final Judgment and Permanent Injunction.

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21 Dated: April 3, 2007

